favor of agricultural products or live stock in the hands of the producer or raiser, made by the Illinois Trust Act of 1893, exempting them from the provisions which prohibit a recovery of the price of articles sold by any trust or combination formed in restraint of trade in violation of that act, renders the act repugnant to the 14th Amend., in respect to equal protection of laws. Mr. Justice McKenna, dissenting.

Mr. Justice McKenna contends that no distinction can be taken between cases in which a discriminate tax is imposed, and those in which conduct is regulated or penalized. This view appears to be sustained by *Railroad Co. v. Richmond,* 96 U. S. 521, and *Cotting v. Kansas City Stock Yards Co.,* 183 U. S. 79. But the weight of authority is *contra.* A discrimination founded upon a reasonable distinction in principle is valid. *Am. Sugar Refining Co. v. Louisiana,* 179 U. S. 89; *2 Story on the Const.,* Section 1961. The Illinois statute exempts a class from its operation, permitting them to combine and do an act which, if done by others, would be a crime. Such a discrimination is purely arbitrary.

CONSTITUTIONAL LAW—INTERFERENCE WITH INTERSTATE COMMERCE—LONG AND SHORT HAUL.—LOUISVILLE & NASHVILLE R. Co. v. ENBANK, *22* Sup. Ct. *277.*—Ky. Const., Section 218 prohibits common carriers from charging more for a shorter than for a longer haul. *Held,* that it is an unconstitutional regulation of interstate commerce, so far as its provisions extend to a long haul from a place outside of to one within the State, and a shorter haul between points on the same line and in the same direction, both of which are within the State, as the carrier is thus compelled to adjust his interstate rates with some reference to his rates within the State.

State regulation of local rates by reference to the existing interstate rate in effect compels the carrier to raise the interstate to the level of the local rate, which under existing competition would interfere with its interstate business. The interference is direct, and though affecting only one carrier, is unconstitutional. *N. Y. L. E. & W. R. Co. v. Penn.,* 158 U. S. 431; *Wabash, St. L. & P. R. Co. v. Ill.,* 118 U. S. 557.

The dissenting justices maintain that State regulation of local rates by reference to existing interstate rates as fixed by the carrier is no more a regulation of the latter than if Congress had fixed the interstate rate, in which case the local regulation by the State would be valid. *Miller v. Swan,* 150 U. S. 132. They also deny that the incidental effect of the provision in impairing one carrier's interstate business, there being competing carriers between the same points, is such a direct interference with interstate commerce as to invalidate the provision.

CONTRACTS—STATUTE OF FRAUDS—PERFORMANCE WITHIN ONE YEAR.—McGIRR v. CAMPBELL, *75* N. Y. Supp. *571.*—Carpenters made an agreement whereby the defendant sold his interest to the plaintiff, taking his notes therefor, and agreed not to enter into a like business in the city until the last note became payable, namely, twenty-seven months after April 20, 1897. *Held,* that the agreement was within the Statute of Frauds, requiring agreements not to be performed within one year to be in writing.

The Massachusetts rule is that where the contract would be fully performed by the death of a party during the year the statute does not apply,